

Section L

Instructions, Conditions, and Notices to Offerors

L.1 52.252-1: Solicitation Provisions Incorporated by Reference (IAW FAR 52.107[a])

This solicitation may incorporate one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

The full text of a solicitation provision may be accessed electronically at these addresses:

<http://farsite.hill.af.mil> (all provisions) and
<http://www.arnet.gov/far>.

L.2 Other Solicitation Provisions

52.204-6 -- Data Universal Numbering System (DUNS) Number (Jun 1999) (IAW FAR 4.603[a])

Data Universal Numbering System (DUNS) Number (Jun 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
 - (2) Company address.
 - (3) Company telephone number.
 - (4) Line of business.
 - (5) Chief executive officer/key manager.
 - (6) Date the company was started.
 - (7) Number of people employed by the company.
 - (8) Company affiliation.
- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at

<http://www.customerservice@dnb.com/>

If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at

globalinfo@mail.dnb.com

(End of Provision)

52.211-14 -- Notice of Priority Rating for National Defense Use (Sep 1990) (IAW FAR 11.604[a])

NOTE: For the purposes of this provision, the blanks are completed on the cover sheet.

Any contract awarded as a result of this solicitation will be * DX rated order; * DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

52.215-1 -- Instructions to Offerors -- Competitive Acquisition (May 2001)
(IAW FAR 15.209[a])

(a) Definitions. As used in this provision --

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using **calendar days**, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision, received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before

award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
- (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of Provision)

Alternate I (Oct 1997).

As prescribed in 15.209(a)(1), substitute the following paragraph (f)(4) for paragraph (f)(4) of the basic provision:

(f)(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

Alternate II (Oct 1997).

As prescribed in 15.209(a)(2), add a paragraph (c)(9) substantially the same as the following to the basic clause:

(9) Offerors may submit proposals that depart from stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

52.215-16 -- Facilities Capital Cost of Money (Oct 1997)

(see Clause H.9 IAW FAR 15.408[h])

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 432013355:31.205 -10 (a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.
(End of Provision)

52.215-20 -- Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997)

(IAW FAR 15.408(l))

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --
(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data.

If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of Provision)

Alternate IV (Oct 1997).

As prescribed in 15.408(l), replace the text of the basic provision with the following:

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

Provide information in the format required by Section [L.3](#) -- Proposal Preparation Instructions, including access to records necessary to permit an adequate evaluation of the proposed price in accordance with FAR 15.403-3.

(End of Provision)

52.216-1 Type of Contract (Apr 1984)

(Applies to non-regulated offers only.)

The Government may award a Fixed Price, Fixed Price with Economic Price Adjustment, or Fixed Price – Price Redetermination Prospective utility services contract resulting from this solicitation.

(End of provision)

52.222-24 -- Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)

(IAW FAR 22.810[c])

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of Provision)

52.233-2 Service of Protest (Aug 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

**Pamela S. Wellons
Chief, Military Branch, Contracts Division
US Army Engineer District, Kansas City
ATTN: CENWK-CT-M/Wellons
757 Federal Building
601 E. 12 th St
Kansas City, MO 64106-2360**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-1 -- Site Visit (Apr 1984)

(IAW FAR 37.110[a])

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of Provision)

252.204-7001 -- Commercial and Government Entity (CAGE) Code Reporting (Aug 1999)

(IAW DFARS 204.602-70)

- (a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.
- (b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will --
- (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;
 - (2) Complete section A and forward the form to DLIS; and
 - (3) Notify the Contractor of its assigned CAGE code.
- (c) Do not delay submission of the offer pending receipt of a CAGE code.
- (End of Provision)

L.2 Information to Offerors

L.2.1 General Information

L.2.1.1 Contractor Selection

Selection of a Contractor will be based on a best value determination consistent with the evaluation factors described in Section M, *Evaluation Factors for Award*. Pursuant to the provisions of the Clause at FAR 52.215-1, *Instructions to Offerors - Competitive Acquisition*, the Government intends to negotiate with all responsible offerors whose proposals are determined to be within the competitive range. FAR 15.306, *Exchanges with offerors after receipt of proposals*, requires that the contracting officer establish a competitive range. Those offerors outside the competitive range will not be permitted to continue in the procurement and will be notified in writing. Offerors are encouraged to submit their best offer as their initial offer.

L.2.1.2 Point of Contact

The Procuring Contracting Officer (PCO) is the sole point of contact for this acquisition. Address any and all questions or concerns in writing to the PCO:

Pamela S. Wellons
Chief, Military Branch, Contracts Division
US Army Engineer District, Kansas City
ATTN: CENWK-CT-M/Wellons
757 Federal Building
601 E. 12 th St
Kansas City, MO 64106-2360

PH: 816-983-3802
FAX: 816-426-5169
E-MAIL: Pamela.S.Wellons@usace.army.mil

L.2.1.3 Debriefings

All Offerors may request debriefings by providing a written request to the PCO at the address located in Block 8 of Section A within 3 calendar days after receiving notification from the PCO of elimination from the competitive range or award of contract. To the maximum extent practicable, debriefings will be conducted within 5 days of the debriefing request.

If an Offeror believes that the requirements in these instructions contain an error or omission, or are otherwise unsound, the Offeror shall immediately notify the PCO in writing with supporting rationale.

L.2.1.4 Use of Non-Government Advisors

Offerors are advised that data submitted to the Government in response to this solicitation may be released to non-government advisors for review and analysis. These advisors may be required to provide advice within their area of expertise regarding proposal strengths, weaknesses, inadequacies, risks, and deficiencies. Non-government advisors will be subject to civil and criminal penalties associated with any release of information pursuant to FAR Part 3.104. If the Offeror has any objection to non-government advisor access to their proposal information, the Offeror shall provide grounds and justification for their objections. The non-government advisors are:

C. H. Guernsey and Company, Inc.
5555 North Grand Boulevard
Oklahoma City, OK 73112

Note: The company listed above may not assist or participate in preparation or submission of any proposal associated with this acquisition.

L.2.1.5 Site Visits

Pursuant to FAR 52.237-1, *Site Visit*, a site visit(s) will be scheduled (see below). All Offerors intending to submit an offer on a utility system may attend the site visit. The site visit is intended to provide prospective Offerors with adequate information to prepare proposals. Pot holing (digging up underground utilities to check/verify condition) by the attendees during the site visit will not be permitted.

In conjunction with the site visit(s), a pre-proposal conference will be held where Offerors will be given the opportunity to ask questions. Results of the pre-proposal conference will be documented and made available to all interested Offerors.

The following is the tentative schedule for the site visits and pre-proposal conference (subject to change):

A Pre-Proposal Conference and Site Visit has been tentatively scheduled on or about 29-30 October 2003 at Building 408 at Fort Riley, Kansas. Point-of-contact for scheduling and appointment information is:

Mr. Russ Goering
Public Works Engineering Services Division
408 Pershing Court
Fort Riley, Kansas 66442

PH: 785-239-2371

NOTE: Any change in time, date, or location of the above will issued by amendment to registered planholders and will be posted to the Solicitation Web Site.

L.2.1.6 Technical Library

A Technical Library will be available **on or about the solicitation release date, and will remain available** until the proposal due date, for Offerors to view data related to utility systems. Offerors should contact **Fort Riley Public Works** to arrange entrance into the Library. The Technical Library will be located at Building 408 at Fort Riley, Kansas. Contact information for access to the Technical Library is:

Mr. Russ Goering
Public Works Engineering Services Division
408 Pershing Court
Fort Riley, Kansas 66442

PH: 785-239-2371

L.2.1.7 Proprietary Information

Information deemed by the Offeror to be proprietary shall be clearly marked as proprietary information. Proposals submitted in response to this solicitation will not be returned.

L.2.1.8 Period of Validity

The proposal shall be valid for **ONE CALENDAR YEAR (365 CALENDAR DAYS)** from the required submission date.

L.2.2 Notices and Reservations

L.2.2.1 The Government will only acquire utility services if it conveys the related utility system(s). The Government can only convey the utility system(s) if it determines that (1) the long-term economic benefit of the conveyance to the United States exceeds the long-term economic cost of the conveyance to the United States, and (2) the conveyance will reduce the long-term costs of the United States for utility services provided by the utility system concerned.

L.2.2.2 The Government reserves the right to make no award to any Offeror.

L.2.3 Number of Awards

If the Contractor is awarded multiple systems a single award will be made for the systems. Therefore, the number of awards may be less than the number of systems listed in the RFP.

L.2.4 Applicable DLAD Provisions

The following provisions of the Defense Logistics Agency Directive (DLAD) are applicable to this solicitation:

AGENCY PROTESTS (DEC 1999) - DLAD

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (NOTE: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 provide for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer. This process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer. (DLAD 52.233-9000)

L.3 Proposal Preparation Instructions – General

This section provides general guidance for preparing proposals and proposal revisions, as well as specific instructions on the format and content of the proposal. The Offeror's proposal must include all data and information requested by these instructions and must be submitted in accordance with these instructions.

The Government will read/evaluate only the maximum number of pages allowed. Nonconformance with the specified organization, content, and page limitations may be cause for proposal rejection.

L.3.1 Proposal Organization/Page Limits

Offerors shall prepare the proposal as set forth in the table below. The titles, contents, and page limits of each volume shall be as defined in the table below.

Volume	Paragraph Number	Title	Maximum Page Limit
I		Technical Proposal (Written)	250 (PER SYSTEM)
II		Past Performance	75 (TOTAL)

III	Contract Documentation	None
IV	Price Proposal	None

L.3.2 Proposal Format

The proposal shall be clear and concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal shall not simply restate or rephrase the Government's requirements, but rather provide a convincing rationale explaining how the Offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the Offeror's proposal.

Each volume shall be written on a stand-alone basis so that its contents may be evaluated without cross-referencing. Elaborate graphics, multi-media functions (for example, video clips or sound bites), or other embellishments are not desired.

L.3.3 Distribution

Offeror shall submit a signed original hard copy in a three-ring binder. Four (4) additional copies shall be submitted on CD ROM disks.

L.3.4 Electronic Media

Offerors shall submit their electronic proposals on CD ROM disks. All volumes shall be submitted on one CD. With the exception of the Price proposal, Offeror shall submit proposal files in *Windows 98 or newer version* format with a table of contents (roadmap) of the proposal structure. The minimum requirement for hypertext link is a table of contents linked to each file provided in the proposal. Additional hypertext links within the proposal are at the Offeror's discretion.

The Price Volume shall be submitted in application-specific files developed and saved using the following versions of Microsoft software: *Windows 98 or newer version*. Electronic proposal files should be no more than four megabytes (4MB) in size. **Spreadsheets or Database files incorporated into the electronic proposal must either include all formulas used to calculate values displayed, or else include narrative text notes explaining all formulas and operations used to calculate displayed values.** Offeror's are encouraged to refrain from incorporating detailed graphic items (other than any plans or drawings) as they are not required or desired. Any scanned documents incorporated into an Offeror's proposal shall be split into multiple files so that each individual file is no more than 4MB. If multiple files are required for a given volume, Offerors shall organize their electronic submission so that each volume is contained in a separate directory. Each CD shall contain an electronic label, which is to be established on the CD when the CD is formatted. No password-protected, zipped, or self-extracting files shall be used.

Offerors should take reasonable precautions to insure that CDs provided are free of viruses. Offerors are reminded that if the hard copy version contains restrictive legends the CD shall contain the same markings.

L.3.5 Pages and Typing

L.3.5.1 Page Layout

Page size shall be 8½ by 11 inches (*Windows 98 or newer version* portrait format) or 11 by 8½ inches (*Windows 98 or newer version* landscape format). Landscape pages may be used only for large tables, charts, graphs, and diagrams, not for pages of text. Page size 11 by 17 inches may only be used for tables, figures/diagrams, illustration/drawings, and maps. Pages sized 11 by 17 inches will be counted as two pages.

Text shall be single-spaced in 11-point font. Font size of 10 point may be used for tables, captions, matrices, maps, and header and footer information. For charts, graphs, and figures/diagrams, the font shall be no smaller than 5 point. Use at least 1-inch margins on the top and bottom and 1-inch side margins. Pages will be numbered by section within each volume. These page format restrictions shall also apply to responses to any correspondence provided during the negotiation process.

L.3.5.2 Page Limits

Page limitations identified in the table at L.3.1 (above) shall be treated as maximums. If exceeded, pages in excess of the stated limits will not be read or considered in the evaluation of the proposal. Each and every printed page shall be counted against the stated page limit. Single-sided printed sheets shall be counted as single pages. Double-sided printed sheets shall be counted as two pages each. Oversized sheets shall count double (see L.3.5.1 above). If double-sided printing requires some pages to be left blank, in order to format the volume into sections, the blank pages will not count against the page total. Pages intentionally left blank may be so marked (i.e., “PAGE INTENTIONALLY LEFT BLANK,” or words to that effect) or they may simply be left blank. However, if any informational material is printed on a page, the page shall count against the total.

There shall be no exceptions to the stated limits, the page count will include: cover pages, table of contents, cross-reference matrix, glossaries, and attachments. Tabbed dividers used to organize the volumes into sections will not be counted against the page limit, but any written information printed on the dividers will not be evaluated. If attachments such as tariffs, statutes, operating manuals, performance specifications, etc. are so large that the attachments will cause the page count for that volume to exceed the stated limit, offerors should reduce the attachments to pertinent extracts, or summaries, or abstracts, so that the total page count stays within the stated limits.

L.3.6 Information other than Cost or Pricing Data

All information other than cost or pricing data, except that described below, shall only be addressed in the price proposal. Cost trade-off information, work-hour estimates, and material kinds and quantities may be used in other volumes as appropriate to support design and trade-off decisions.

L.3.7 Proposal Structure

Each section or part of the Offeror’s proposal shall clearly identify the specific solicitation requirements it addresses.

L.3.8 Glossary of Abbreviations and Acronyms

The Government recommends that each volume contain a **limited** glossary of abbreviations and acronyms. Note: glossaries will be counted against the page limitations for their respective volumes.

L.3.9 Documents Incorporated by Reference

Offerors may incorporate by reference documents such as statutes, tariffs, operating manuals, performance specifications, etc. within the proposal volumes. However, **either** the full text documents, **applicable extracts, abstracts, or summaries of the full text documents** shall be provided as attachments to the appropriate volume (see [L.3.5.2 Page Limits](#) above).

L.3.10 Proposal Revisions

When submitting revised proposals Offerors shall submit changes in accordance with the following:

- ? Proposal revisions shall be submitted as one original paper copy and 2 electronic copies on CD ROM disks.
- ? In the upper right corner of each revised page, include the Offeror’s name, exact location (volume, section, page number, etc.) within the original proposal, and date of transmittal.
- ? Changes shall be marked by a change bar in the margin to indicate the changed part of each page.
- ? If the revision exceeds one page, each page shall be marked with the page number it is replacing and a numerical or alphabetical extension (i.e. 93-a...93-d).

For each deleted page, a blank page shall be submitted denoted with “page intentionally left blank” and the original page number.

L.4 Proposal Preparation Instructions – Volume I: Technical Proposal

The Technical Proposal Volume should be specific and complete. A separate Volume I must be submitted for each type of utility system included in the proposal.

The technical proposal shall describe the Contractor's capability to provide the level of utility service required by this contract. It should be specific and complete in every detail. Proposals that merely offer to provide service in accordance with Section C, *Description/Specifications/Work Statement*, will be considered technically unacceptable and will not be considered further.

The technical proposal shall specifically address each of the Technical Capability subfactors. The Technical Capability subfactors are:

- ? **Sub-factor 1: Service Interruption/Contingency Plan**
- ? **Sub-factor 2: Operations and Maintenance Plan/Quality Management Plan**
- ? **Sub-factor 3: Capital Upgrades and Renewals and Replacements Plan**
- ? **Sub-factor 4: Operational Transition Plan**
- ? **Sub-factor 5: Financial Strength**

L.4.1 Subfactor 1: Service Interruption/Contingency Plan

Offeror shall submit a Service Interruption/Contingency Plan IAW the applicable requirements of Section C, *Description/Specifications/Work Statement*, paragraph C.7, *Response to Service Interruptions and Contingencies* and paragraph C.8, *Repair Response Notification Procedures*. The **accepted** Service Interruption/Contingency Plan will be incorporated into the contract at time of award.

The Service Interruption/Contingency Plan should, at a minimum, address the following:

- ? Defined procedures and provisions for reacting to all service interruptions.
- ? Resources to be utilized in the implementation of the procedures described in the Plan including a description of the staffing and management personnel that will be available to insure prompt response to emergency situations.
- ? Detailed contingency plan of action (including Government notifications)
- ? Estimated response times for each type of service call (e.g. emergency, urgent, and routine).
- ? Describe the procedure for handling each type of service call (e.g. emergency, urgent, routine) from notification to completion (use diagrams, Gantt Charts, flow chart, etc. if necessary).
- ? Estimated time for reestablishment of temporary service
- ? Estimated time for reestablishment of permanent service
- ? Emergency Restoration Plan in the event of widespread utility outage
- ? Installation specific requirements.
- ? Address possible causes for service interruptions and show how each would be handled both internally and externally by the contractor's company including, but not necessarily limited to, acts of God, natural disasters, human error, equipment failure, and employee strikes.

L.4.2 Subfactor 2: Operations and Maintenance/Quality Management Plan

Offeror shall submit an Operations and Maintenance/Quality Management Plan IAW the requirements of Section C, *Description/Specifications/Work Statement*, paragraph C.12, *Operations and Maintenance/Quality Management*. The **accepted** Operation and Maintenance/Quality Management Plan will be incorporated into the contract at time of award. The Plan shall describe the Contractor's operations and maintenance and quality management policies and procedures. The Plan shall propose performance standards and/or specifications for the provision of utility service.

When developing the Plan, the elements listed below (Table L-1) should be considered if applicable.

Table L-1

Domestic water System	Domestic Wastewater System
Quality	Effluent Quality
Reliability	Reliability
Recurring and Preventative Maintenance	Recurring and Preventative Maintenance
Sampling/ Analysis	Sampling/ Analysis
Maintaining System Pressure	Permitting
Demand and Distribution Capacity	Demand and Collection Capacity
Domestic water Storage Requirements	Pre-Treatment Requirements
Fire Flow Capacity/ Duration	(Left Blank)
Corrosion Control (To Include Cathodic Protection)	Corrosion Control (To Include Cathodic Protection)
Minimization of Leaks and Losses	(Left Blank)
Minimization of Domestic water Use	Minimization of Inflow and Infiltration
Safety of Government Personnel and Property	Safety of Government Personnel and Property
Service Connection Standards and Specifications	Service Connection Standards and Specifications
Exterior Backflow Prevention	Blockages and Cross Connections
Domestic water and Sewer Line Separation	Domestic water and Sewer Line Separation
New Construction Standards	New Construction Standards
Commissioning Standards	Commissioning Standards
Color Identification and Markings	Color Identification and Markings
System Inspections	System Inspections
Meter and Equipment Calibration	Meter and Equipment Calibration
Service Interruption Frequency	Service Interruption Frequency
Operating Permits	Operating Permits
Employee Certifications	Employee Certifications

The utility system(s) shall be operated and maintained in accordance with all applicable federal, state, and local laws/regulations and the most current version of any specific requirements defined in the utility-specific attachments (Section J). At a minimum, performance standards and/or specifications shall follow best engineering and management practices consistent with the following:

? Domestic water distribution and Domestic Wastewater collection system(s): The most recent edition of reference materials published by the American Water Works Association (AWWA), Water Environment Federation (WEF), American Society of Civil Engineers (ASCE), National Fire Protection Association (NFPA), and Factory Mutual Global.

? Additional standards for operations and maintenance of the utility system the Offeror proposes.

Additionally, the Plan shall include, but is not limited to, the following:

? A comprehensive narrative description of how the Contractor plans to operate and maintain the utility system(s) in a manner that will satisfy, at a minimum, the requirements in this solicitation.

? Processes for obtaining customer feedback and translating feedback into appropriate process improvements.

? A comprehensive narrative description of how the Contractor plans to implement a proven system of inspections or other quality assessment procedures and techniques.

? Record keeping processes.

? For Domestic Wastewater treatment systems, an Environmental Compliance Plan from waste generation through waste discharge or disposal. This plan shall clearly define all interface points and responsibilities for transferring materials from the wastewater system between the Government, Contractor, disposal facilities, and any regulatory bodies. For each of the proposed performance standards and/or specifications, if applicable, listed in Table L-1, a description of how the performance standard and/or specification will be met.

? Standards and specifications not established anywhere else in the solicitation.

? Definition of the process by which Government requested facility expansions would be implemented by the Contractor.

? Description of how the proposal satisfies the requirements related to compliance with applicable environmental, safety and OSHA laws and regulations.

? A listing and description of opportunities for efficiencies in utility operations. Opportunities for efficiencies will consist of market based solutions to improve system utilization as well as technological enhancements. The Contractor will also identify cost savings associated with the opportunities for efficiencies included within its proposal.

? Description of how technical information shall be managed and the means by which access will be provided to the Government and other Government Contractors.

? Specialty skills training (if required)

? Offeror may describe any quality awards or certifications that indicate the Offeror possesses a high-quality process for providing required services. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other government quality awards, and private sector awards or certifications.

? If relevant, regulated utilities may cite current operating standards and procedures required by the state utility regulatory commission in satisfaction of the above requirements.

L.4.3 Subfactor 3: Initial Capital Upgrades and Initial Renewals and Replacements Plan

Offeror shall submit an Initial Capital Upgrades and Initial Renewals and Replacements Plan IAW applicable requirements of Section C, *Description/Specifications/Work Statement*. **The accepted** Initial Capital Upgrades and Initial Renewals and Replacements Plan will be incorporated into the contract at time of award.

The Initial Capital Upgrades and Initial Renewals and Replacements Plan shall describe in detail the purpose, scope and cost of the initial capital upgrades and provide a detailed description of the Contractor's procedures for identifying, financing and scheduling long-term capital renewals and upgrades. The plan shall include, at a minimum, the following:

? Detailed description of all proposed initial capital upgrades and initial renewals and replacements to the utility system. A schedule for implementing proposed capital upgrades and initial renewals and replacements shall be included.

? Identification, justification, and detailed description of any Contractor-recommended additional upgrades and/or improvements to increase the efficiency of system operations.

? As applicable, conceptual plans for, including methods for monitoring the effectiveness of, energy efficiencies and conservation projects for purposes as defined in paragraph C.3.4, *Energy and Domestic water Efficiency and Conservation*.

? Conceptual methodology that will be used for scheduling renewals and replacements for the duration of the contract to ensure long-term efficient level of service. In addition to the conceptual methodology, the detailed 50-year renewal and replacement schedule (B.7.3 Schedule 2) should be included with the technical proposal (without costs).

? Describe in detail the Contractor's procedures for identifying, financing and scheduling long-term capital renewals and upgrades.

? Description of proposed process for satisfactorily responding to requests made by the Government for system enhancements, including financing and Installation arrangements.

L.4.4 Subfactor 4: Operational Transition Plan

The Offeror shall submit an Operational Transition Plan IAW Section C, *Description/Specifications/Work Statement*, paragraph C.13, *Operational Transition Plan*. The transition plan:

? Shall propose an adequate schedule for turnover of the facilities, equipment, permits, operation and maintenance, and other responsibilities to include any new construction, installation of meters required for utility billing, turnover of meter readings and billing responsibilities, and the process for evaluating existing employees for employment.

? Should discuss any system condition that might require the Offeror to accomplish work in advance of title transfer. An appropriate remedy for the condition should be proposed as part of the Offeror's capital upgrades plan.

? Shall clearly define all Contractor personnel holding authority to sign for transfer of operations and property. This shall include the name, title, and clear definition of authority or limitations in authority for each person who will sign for acceptance of final transition.

? The paragraphs below constitute the minimum requirements for the Operational Transition Plan. Installation and utility-specific transition items are listed in the utility-specific attachments (Section J). In no case shall the Government sign off any transition element until the Contractor demonstrates full capability or the element is otherwise completed.

L.4.4.1 Performance Start Date

The Contractor shall propose a date on which the Contractor will assume full responsibility for the utility system(s) and for providing utility service(s) (see F.2, *Commencement of Service*). The Contractor will also outline its plans for onsite familiarization and the transition of system operations including procedures for operation and maintenance during the transition.

L.4.4.2 Connection Requirements

The Operational Transition Plan shall include a plan and schedule for the construction of new connections, if identified in the utility-specific attachments (Section J), or any new connections as proposed by the Contractor. The Operational Transition Plan shall include procedures for notification of any related outages.

L.4.4.3 New Meter Requirements

The Operational Transition Plan shall include a plan and schedule for installing new meters, if identified in the utility-specific attachments (Section J) or, any new meters as may be proposed by the Contractor. The Contractor shall install and maintain a domestic water meter for each new building that will use domestic water. All new meters required by this contract shall be installed within one year of the start of the performance period unless otherwise agreed to by the parties.

L.4.4.4 Permits and Procedures

The Government will make initial notification to state agencies regarding the termination or transfer of environmental permits and/or other items, if needed. The Operational Transition Plan shall include a plan and schedule for the transfer or acquisition of permits as required. It is essential that advanced planning occur and the Contractor initiate the acquisition of permits within 1 week after contract award.

L.4.4.5 Inventory and Transfer Requirements

Checklists will be the basis for the transfer of operations to the Contractor.

L.4.4.5.1 Inventory and Transfer of Facilities and Fixed Equipment

The Operational Transition Plan shall include a detailed plan, schedule, and checklist for the joint inventory of all facilities and fixed equipment, to include building structures and installed equipment.

L.4.4.5.2 Inventory and Transfer of Non-fixed Equipment, Spare Parts, and Personal Property

The Operational Transition Plan shall include a detailed plan, schedule, and checklist for the joint inventory of personal property transferring from the Government to the Contractor.

L.4.4.5.3 Transfer of Manuals and Records

The Operational Transition Plan shall include a detailed plan, schedule, and checklist for the joint inventory of all operating manuals, record drawings, plans and specifications, maintenance records, and other such information available for each utility.

L.4.4.5.4 Joint Inventory

The joint inventory will be completed prior to the start of the performance period. The final Easement and Bill of Sale will be amended to reflect the results of the joint inventory (see [C.11.1](#) Due Diligence Adjustment).

L.4.4.6 Initial Meter Readings

The Operational Transition Plan shall include a description and schedule for joint meter readings for secondary meters in place prior to transition.

L.4.4.7 Authorized Personnel and Points of Contact

The Operational Transition Plan shall clearly define all Contractor personnel holding authority to sign for transfer of operations and property. The Operational Transition Plan shall also provide Contractor points of contact (names and phone numbers) for work to be performed under the contract.

L.4.4.8 Integration of Installation Procedures

The Offeror's plan on how the Offeror will integrate Installation procedures in terms of operating hours, security, scheduling of necessary outages, emergency contacts, permits, road closures, etc.

L.4.4.9 Subsequent Transitions

The Plan shall address how subsequent transitions will be planned and organized in the event the Contractor sells, assigns or otherwise transfers the utility system.

In no case shall the Government sign off any transition element until the Contractor demonstrates full capability or the element is otherwise completed.

L.4.5 Subfactor 5: Financial Strength

Offeror(s) shall submit documentation of financial capabilities IAW Provision [M.3](#), *Evaluation Factors and Subfactors*. Financial capability shall demonstrate that the Offeror is in sound financial condition and has the ability to secure the necessary financing to meet the financial and capital requirements of the utility system both now and in the future.

Element 1: Offerors shall describe in detail their capability to finance the utility system purchase price, CIAC tax payment and capitalization principal, renewals and replacements, and upgrades.

Element 2: Additionally, Offerors may describe how they will utilize other financial instruments (e.g., performance bonds, additional insurance coverage, etc.) to mitigate operational risks to the Government over the term of the contract.

Element 3: At a minimum, the Offeror shall submit the following financial ratios for the past five years; Interest Coverage, Funds from Operation (FFO) to Interest Ratio, FFO to Total Debt Percentage, Total Debt to Total Capital Ratio (Debt Ratio), and Disaster Recovery Ratio (DRR), in order to accurately characterize the Offeror's financial condition (see Table L-2).

Element 4: Offerors should also submit current **applicable** bond ratings (e.g. from Moodys, Standard and Poors, or any other investment publication).

Table L-2

Financial Strength Ratio Table					
Ratio	Year X	Year X-1	Year X-2	Year X-3	Year X-4

1. Interest Coverage					
2. Funds from Operation (FFO) to Interest Ratio					
3. FFO to Total Debt Percentage					
4. Total Debt to Total Capital Ratio					
5. Disaster Recovery Ratio (DRR)					
DEFINITIONS:					
Interest Coverage: Pretax Operating Income / Gross Interest Expense					
Funds From Operations (FFO): Net Income + Depreciation + Deferred Taxes + Investment Tax Credits + Allowance for Funds Used During Construction (AFUDC) + Deferrals + Other FFO Adjustments					
Average Total Debt: (Long-Term Debt + Short-Term Debt) of current period / 2 + (Long-Term Debt + Short-Term Debt) of prior period / 2					
Interest Expense: Gross Interest Expense as the sum of Long-Term and Short-Term interest (e.g. before any deduction for the debt portion of AFUDC)					
Total Debt: Short-Term Debt + Long-Term Debt					
Total Capital: Short-Term Debt + Long-Term Debt + Preferred Stock + Common Equity					
Disaster Recovery Cash Requirement (DRCR): Replacement Cost New x Maximum Recovery Ratio (defined as the maximum proportion of the installation's utility system likely to be destroyed in a disaster or catastrophe)					
Maximum Proportion of Utility System able to be destroyed =					
Domestic water with Elevated Storage = 35% x Utility Plant (Replacement Cost New)					
Domestic water w/o Elevated Storage = 10% x Utility Plant (Replacement Cost New)					
Domestic wastewater with Treatment = 35% x Utility Plant (Replacement Cost New)					
Domestic wastewater w/o Treatment = 10% x Utility Plant (Replacement Cost New)					
Disaster Recovery Ratio (DRR): DRCR / Total Capital					

L. 5 Proposal Preparation Instructions – Volume II: Past Performance

The Offeror shall submit to the Contracting Officer its past performance information (contact references per Section L, [Attachment 1](#)) with its proposal. An original hard copy of the Offeror's past performance information shall be submitted within a three-ring binder.

Offerors shall provide information for up to 6 of its largest customers about their past performance on projects of similar complexity and type as that required in the RFP. Offerors shall present the information requested in Attachment 1 below as part of their proposal for both the Offeror and major (over \$500,000) proposed subcontractors. Past performance references and contracts submitted may include those with Federal, State, or local governments, and those with commercial or private customers of similar scope, size and complexity for efforts similar to the Government requirement. Projects cited and references should be recent (within the last 5 years of the date of the proposal). Reference information should include the name and address of the customer, primary point of contact and telephone number, and a brief description of the services and facilities provided.

If the Offeror fails to provide valid client contacts, past performance references may not be considered. The Government may contact the Offeror's references to determine customer satisfaction with the Offeror's performance.

Offerors shall provide a list of all system acquisitions in the last 5 years or all contracts and subcontracts currently in progress, which are of similar scope, magnitude, and complexity. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments and commercial customers. The list must include, as a minimum, the following:

- ? Name of acquisition or project
- ? Brief description of contract or subcontract
- ? Total contract value

- ? Period of performance
- ? Principal parties involved and telephone numbers

The Offeror shall provide references for any proposed subcontractors that will be performing a significant portion of the work, and for each firm participating in a joint venture or teaming arrangement. A Standard Form 294 is a suitable alternative.

The Offeror shall provide a written statement concerning its status with any independent Federal, state, or local regulatory authority with jurisdiction over each utility service on which the Offeror is bidding. The statement should include discussion on any violations, penalties, or other enforcement actions taken against the Offeror within the last five (5) years. The Offeror should not include information on any current investigations if releasing such information would be deemed a violation of law. The statement should include the following:

- ? Name of regulatory authority
- ? Address and telephone number of authority
- ? Point of contact within the authority for verification

L.6 Proposal Preparation Instructions – Volume III - Contract Documentation

L.6.1 Standard Form (SF) 33 & Representations and Certifications

Volume III shall include the following:

A completed, signed and dated SF 33. The *original* copy should be clearly marked under separate cover and should be provided without any punched holes.

Completed Section K

L.6.2 Alternate Proposals and Exceptions to Terms and Conditions

The Government encourages the submission of alternate proposals, which add value when compared with the requirements in the RFP. Provide a rationale explaining the advantages of the alternate proposal to the Government. In addition, exceptions may be taken to individual terms and conditions of the RFP. Exceptions taken to individual terms and conditions of the RFP shall be clearly identified. Each exception shall be specifically related to each paragraph and/or specific part of the RFP to which the exception is taken. Provide a rationale in support of the exception, explaining its effect in comparison with the original requirements of the RFP. This information shall be provided in the format and content of the table below. Unless included in this volume, no exceptions to terms and conditions will be assumed and any resultant contract will incorporate the terms and conditions of the RFP.

RFP Exceptions

RFP Document	Paragraph/ Page	Requirement/ Portion	Rationale
SOW, RFP Model Contract, etc.	Applicable page and paragraph numbers	Identify the requirement or portion to which exception is taken	Justify why the requirement will not be met or discuss reasons why not meeting the Government's terms and conditions might be advantageous to the Government

L.6.3 Other Required Information

L.6.3.1 Authorized Personnel

The Offeror shall provide the name, title, and telephone number of the company representative(s) who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government IAW FAR [52.215-1](#), *Instructions to Offerors – Competitive Acquisition*.

L.6.3.2 Subcontracting Plan (Large Businesses Only)

Each large business Offeror shall submit a Subcontracting Plan as part of their proposal submission (see J-XX). The plan shall be prepared IAW FAR [52.219-9](#), *Small Business Subcontracting Plan* and will also be evaluated against the statutory goal applicable to all federal agencies of 23 percent commitment of total subcontracting dollars to small businesses. Of the 23 percent, 5 percent shall be committed to SDBs, 5 percent to Women-Owned Businesses, and 1.5 percent to HUBZones. If the Offeror cannot meet any or all of the goals specified, complete rationale/justification shall be provided.

Regulated public entities with a Subcontracting Plan that has been filed with the General Services Administration (GSA) pursuant to a GSA Areawide contract may comply with this proposal instruction requirement by incorporating such Subcontracting Plan by reference and including it in their initial offer.

L.6.3.3 Socioeconomic Plan

All offerors shall submit a plan that demonstrates their commitment to providing subcontracting opportunities to small businesses (which include small businesses, small disadvantaged businesses, HUBZone small businesses, women-owned small businesses, and Veteran-owned small businesses) and historically black colleges or universities and minority institutions. All Offerors regardless of business size are required to provide socioeconomic commitment. Small businesses will be credited for the dollar value/percentage of the work they perform as if the work were subcontracted to a small business concern. Work performed by a small business in-house shall be identified in the socioeconomic plan.

SOCIOECONOMIC PLAN: In addition to any subcontracting plan required by Clause [52.219-9](#), describe the extent of participation of small businesses (which include small businesses, small disadvantaged businesses, HUBZone small businesses, women-owned small businesses, and Veteran-owned small businesses) and historically black colleges or universities and minority institutions in performance of the contract whether as a joint venture, teaming arrangement, or subcontractor. As part of this description the Offeror shall include:

- ? A description of the efforts the Offeror will make to assure that small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs) will have equal opportunity to compete for subcontracts under any resulting contract.

- ? A description of the Offeror's current and planned proposed range for services, supplies, and any other support that will be provided by small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs).

- ? The specific names of subcontractors to the extent they are known.

- ? A description of any future plans the Offeror has for developing additional subcontracting opportunities for small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs) during the contract period.

- ? Identification of the portion of the Offeror's proposal, as a percentage of dollars, that will be subcontracted to small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs).

- ? The type of performance data the Offeror would accumulate and provide to the Contracting officer regarding your support of small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs) during the period of contract performance.

- ? The name and title of the individual principally responsible for ensuring company support to such firms.

L.7 Proposal Preparation Instructions – Volume IV: Price Proposal

L.7.1 Submission of Certified Cost or Pricing Data

If adequate price competition does not exist, as determined by the Contracting Officer, cost or pricing data (see FAR 15.406-2, *Certificate of Current Cost or Pricing Data*) may be required. In the event that cost or pricing data is

required, the Offeror shall provide cost or pricing data within 30 calendar days after receipt of the Contracting Officer's request.

L.7.2 General

The Offeror shall submit a separate [Schedule B](#) ([B-1](#), [B-2A](#), [B-2B](#), [B-3A](#), [B-3B](#), [B-4A](#) or [B-4B](#)) for each utility system included in the proposal. For those Offerors choosing to use the volumetric options (B1, B-2B, B-3B or B-4B) both the capital costs and operation and maintenance (O&M) costs shall be kept separate for all other costs. This cost separation shall be made so that the proposal(s) from Offerors using non-volumetric options (B-2A, B-3A or B-4A) can be fairly compared with the volumetric proposal(s).

L.7.3 Accounting Systems

The Offeror shall describe the accounting system proposed for this contract (see [G.3](#), *Accounting Procedures*).

L.7.4 Organization

Volume IV shall consist of the following sections:

- ? Table of Contents
- ? Section 1: [Schedule](#) B-1, B-2A, B-2B, B-3A, B-3B, B-4A or B-4B and Price Schedule Data Sheet(s) 1, 2, 3, and 4 (see [B.4](#), *Price Proposal*)
- ? Section 2: Cost Proposal, Introduction, and Pricing Assumptions
- ? Section 3: General Estimating Methodology
- ? Section 4: Cost Risk Assessment

L.7.5 Detailed Instructions for Price Proposal

Table of Contents

The Table of Contents shall specify, by page number, the location of information requested in these instructions.

Section 1 – [Price Schedule](#) B-2A, B-2B, B-3A, B-3B, B-4A or B-4B

Include a completed copy of the Price Schedule B-1, B-2, B-3 or B-4 as appropriate and in accordance with B.4, *Price Proposal*. Include completed copies of Price Schedule Data Sheets (Schedule 1, Schedule 2, Schedule 3, or Schedule 4) as appropriate and in accordance with [B.7](#), *Price Schedule Data Sheets*.

Section 2 -- Price Proposal, Introduction, and Pricing Assumptions

Offerors shall discuss and quantify to the extent practicable other possible long-term costs and benefits to the United States, if the conveyance affects separate contract relationships, particularly for commodities. To the extent long-term costs and benefits require the cooperation of a third party (e.g., an upstream utility that owns the exclusive physical means to deliver electrical energy, natural gas or domestic water supplies to an installation), the Offeror shall discuss their proposed methodology for cooperation.

Offeror shall provide support for their price proposal that will allow a complete understanding of the major subcomponents of all costs included in the [Schedule 1](#) -- Fixed Monthly Charge. [Schedule 1](#) -- Fixed Monthly Charge cost support shall be separated into four major categories: (1) O&M cost for meters and meter reading, (2) O&M cost for all other utility activities, (3) Renewals and Replacements (R&R) costs for meters and (4) R&R for all other utility plant. The sum of the O&M categories shall be equal to the value inserted into line 1 of Schedule 1 found in Section B.7.2. The sum of the R&R categories shall be equal to the value inserted into line 2 of Schedule 1 found in Section B.7.2.

Section 3 -- Standard Estimating Methodology

Summarize your standard estimating system or method as it pertains to this acquisition. For Offerors proposing Cost Accounting Standards (CAS) compliant accounting systems as a Uniform System of Accounts (USOA): state whether or not your Disclosure Statement has been determined adequate by the cognizant Government ACO. If determined adequate, provide date of approval. Identify any outstanding CAS violations; provide status/action being taken. If exempted from submitting a CAS Disclosure Statement so state, and identify the reason for the exemption.

Section 4 -- Price Risk Assessment

Submit a risk analysis that identifies price risk areas and the recommended management approach to mitigating/controlling the impact of those price risks on the overall success of the program. Use the sample format below:

Cost Risk Area	Mitigation
Explain the risk element	Explain plans to mitigate

ATTACHMENT 1: PAST PERFORMANCE INFORMATION

Provide the information requested in this form for each reference. Provide comments regarding your performance on the contracts you identify.

A. OFFEROR NAME (COMPANY/DIVISION) AND LOCATION (CITY/STATE):

(Note: If the Company or Division performing this effort is different than the Offeror, or the relevance of this effort to the acquisition is impacted by any Company/Corporate organizational change, note those differences/changes and explain why the past performance should be attributed to the Offeror refer to the "Organizational Structure Change History" you provided as part of your relevant present and past performance volume.)

B. CONTRACT /PROJECT SPECIFICS:

1. Contract/Project Number _____
2. Period of Performance _____
3. \$ Value _____

C. BRIEF DESCRIPTION OF EFFORT AS PRIME OR SUBCONTRACTOR.

(Please highlight portions considered most relevant to current acquisition)

D. PRIMARY POINTS OF CONTACT :

Name _____
 Office _____
 Address _____

 Telephone _____
 E-mail _____
 Fax _____

E. ADDRESS PROBLEMS ENCOUNTERED ON THIS CONTRACT /PROJECT AND YOUR SOLUTIONS TO THOSE PROBLEMS.

F. Indicate (yes or no) if you owned, operated, maintained the system for the referenced customer. Indicate if the systems were located on the customer's site.

	OWN	OPERATE	MAINTAIN	ON SITE
Sewer Lines				
Pump Stations				
WTP				
IWTP				
Domestic water Lines				

G. ADDRESS ANY TECHNICAL (OR OTHER) AREA ABOUT THIS PROGRAM CONSIDERED UNIQUE.

H. SPECIFY BY NAME ANY KEY INDIVIDUAL(S) WHO PARTICIPATED IN THIS PROGRAM AND IS/ARE PROPOSED TO SUPPORT THE INSTANT ACQUISITION. ALSO, INDICATE THEIR CONTRACTUAL ROLES FOR BOTH ACQUISITIONS.

I. ADDRESS PROBLEMS ENCOUNTERED ON THIS CONTRACT AND YOUR SOLUTIONS TO THOSE PROBLEMS.

J. IDENTIFY IF A SMALL BUSINESS OR DISADVANTAGED BUSINESS PLAN OR GOAL WAS REQUIRED. IF SO, IDENTIFY IN TERMS OF A PERCENTAGE OF THE PLANNED VERSUS ACHIEVED GOAL DURING THE CONTRACT . IF GOALS WERE NOT MET . PLEASE EXPLAIN.

K. DESCRIBE/DISCUSS THE RELEVANCY OF THE SERVICES YOU PROVIDED ON YOUR REFERENCED CONTRACT TO THESE QUESTIONS AS THEY MAY PERTAIN TO THE SPECIFIC UTILITY.

Domestic wastewater System

1. What is the average daily flow (gallons per day) processed for the referenced customer?
2. What is the dollar value of the capitol improvements made to the portion of the system used to provide service to the referenced customer for the total period of time service has been rendered?
Time _____ (yrs) \$ _____
3. On an annual basis what percent of the average daily flow is due to Inflow/Outflow for the reference customer?
_____ (%)
4. Have capital improvements been completed that directly or indirectly reduced the amount of Inflow/Infiltration for the system serving the referenced customer? _____ (Yes/No)

Capital Improvements _____ (\$)
Percent reduction in Inflow/Infiltration _____ (%)

Domestic water System

1. Quantity of w/ww service provided to the customer? _____
2. Who owns the treatment plant, distribution/collection system? _____